

## DISTRICT COURT OF MARYLAND FOR

Prince George's County



LOCATED AT (COURT ADDRESS)

COURT HOUSE  
BOURNE WING, Room 1433  
UPPER MARIETTA, MD 20712

CASE NO.

CV

## PARTIES

## Plaintiff

Catherine E. Baptiste  
7704 Loughborough Pl  
Beltsville, MD 20705

VS.

## Defendant(s):

1 PIA Card Services, N.A.  
Serve On: John R. Cochran III, COO  
655 PAPERMILL ROAD  
NEWARK, DE 19711Serve by:  
☒ Certified  
Mail  
☐ Private  
Process  
☐ Constable  
☐ Sheriff2 Bank of America, National Association  
Serve On: The Corporation Trust Incorporated  
351 WEST CAMDEN STREET  
BALTIMORE, MD 21201Serve by:  
☒ Certified  
Mail  
☐ Private  
Process  
☐ Constable  
☐ Sheriff3 Budzik & Dynia, LLC  
Serve On: CSC-Lawyers Incorporating Service Co.  
7 ST. PAUL STREET, SUITE 1660  
BALTIMORE, MD 21202Serve by:  
☒ Certified  
Mail  
☐ Private  
Process  
☐ Constable  
☐ Sheriff4 Collectcorp Corporation  
Serve On: The Corporation Trust Incorporated  
351 WEST CAMDEN STREET  
BALTIMORE, MD 21201Serve by:  
☒ Certified  
Mail  
☐ Private  
Process  
☐ Constable  
☐ Sheriff

## ATTORNEYS

For Plaintiff - Name, Address, Telephone Number &amp; Code

Alon Nager, Esq.  
Richard Chaifetz, Esq.  
Michael Coyle, Esq.  
7164 Columbia Gateway Drive, Ste. 205, Columbia, MD 21046  
443-546-4608

(See Continuation Sheet)

☐ Legal  
☐ Contractual \_\_\_\_\_ %

The Plaintiff claims:

☒ \$ 30,000 plus interest of \$ \_\_\_\_\_ and  
attorney's fees of \$ \_\_\_\_\_ plus court costs.☐ Return of the property and damages of \$ \_\_\_\_\_  
for its detention in an action of replevin.☐ Return of the property, or its value, plus damages of  
\$ \_\_\_\_\_ for its detention in action of detinue.☐ Other:  
and demands judgment for relief.

Signature of Plaintiff/Attorney/Attorney Code

Signer's Address: 7164 Columbia Gateway Dr.  
Suite 205, Columbia MD 21046

Signer's Telephone Number: 443-546-4608

Signer's Facsimile Number, if any: 443-546-4621

Signer's E-mail Address, if any: anager@chaifetzandcoyle.com

## MILITARY SERVICE AFFIDAVIT

☐ Defendant(s) \_\_\_\_\_ is/are in the military service.  
☐ No Defendant is in the military service. The facts supporting this statement are: \_\_\_\_\_

Specific facts must be given for the Court to conclude that each Defendant who is a natural person is not in the military.

☐ I am unable to determine whether or not any Defendant is in military service.

I hereby declare or affirm under the penalties of perjury that the facts and matters set forth in the foregoing Affidavit are true and correct to the best of my knowledge, information, and belief.

Date

Signature of Affiant

## APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT

Attached hereto are the indicated documents which contain sufficient detail as to liability and damage to apprise the Defendant clearly of the claim against the Defendant, including the amount of any interest claimed.

☐ Properly authenticated copy of any note, security agreement upon which claim is based ☐ Itemized statement of account ☐ Interest worksheet  
☐ Vouchers ☐ Check ☐ Other written document ☐ Verified itemized repair bill or estimateI HEREBY CERTIFY: That I am the ☐ Plaintiff ☐ \_\_\_\_\_ of the Plaintiff herein and am competent to testify to the matters stated in this complaint, which are made on my personal knowledge; that there is justly due and owing by the Defendant to the Plaintiff the sum set forth in the Complaint.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the above Complaint are true and I am competent to testify to these matters.

Date

Signature of Affiant

## NOTICE TO DEFENDANT

### Before Trial

If you agree that you owe the Plaintiff the amount claimed, you may contact the Plaintiff (or Plaintiff's attorney) before the trial date to arrange payment. If you wish to contest the claim, you should notify the clerk's office by filing a Notice of Intent to Defend (located at the bottom of your summons). The case will be set for trial. If you wish to have your witnesses appear at trial, you should contact the clerk's office at least two weeks before the trial date to request subpoenas, and you should bring to court on the trial date any evidence you want the Court to consider. If you do nothing, a judgment could be entered against you.

### If Judgment is Entered Against You (If You Lose)

**IF YOU DISAGREE WITH THE COURT'S RULING**, you may:

1. **APPEAL** to the Circuit Court, by filing a Notice of Appeal in the District Court within **30 days** after the entry of judgment. You will have to pay a filing fee (see Guide to Appeal Fees - DCA 109A), unless the Court determines that you are indigent. If the amount of the claim, not counting court costs, interest, and attorney's fees, is:
  - **more than \$5,000**, you will also have to order and pay for a transcript of the District Court trial record, by contacting the District Court clerk's office (see Transcripts & Recordings Brochure - DCA 27BR).
  - **\$5,000 or less**, you will have a new trial in the Circuit Court.

On your trial date you should bring with you any evidence that you want the Court to consider.

2. File a **MOTION FOR A NEW TRIAL** within **10 days** after the entry of judgment, stating your reasons clearly. If the Court denies your Motion, you may still file an appeal; if the Court grants your Motion, you must appear in the District Court for a new trial.
3. File a **MOTION TO ALTER OR AMEND THE JUDGMENT** within **10 days** after entry of judgment.
4. File a **MOTION TO REVISE OR VACATE THE JUDGMENT** within **30 days** after entry of judgment.

**IF YOU DECIDE NOT TO APPEAL AND NOT TO FILE ONE OF THE ABOVE MOTIONS**, you may contact the Plaintiff or Plaintiff's attorney to arrange to pay the amount owed. If you do not pay the amount owed, the Plaintiff or Plaintiff's attorney may initiate further proceedings to enforce the judgment, including:

1. **Interrogatories:** You must answer these written questions about your income and assets in writing under penalties of perjury.
2. **Oral Examination:** You must appear in court to testify in response to questions about your assets and income.
3. **Writ of Execution:** The Court may issue a writ requiring the sale or seizure of any of your possessions except, with some exceptions, property that is exempt from execution. The exemptions are explained in detail on the reverse side of the Writ of Execution form - DC/CV 40. Further, the Court could order you to pay additional expenses such as towing, moving, storage fees, advertising costs, and auctioneer's fees incurred in executing the writ.
4. **Garnishment of Property:** The Court may issue a writ ordering a bank or other agent to hold your assets until further court proceedings.
5. **Garnishment of Wages:** The Court may issue a writ ordering your employer to withhold a portion of your wages to pay your debt. The law provides certain exemptions from garnishment.

If you have any questions, you should consult an attorney. The clerk of the Court is not permitted to give you legal advice. More information can be found in court brochures located in the clerk's office or online at: [http://www.mdcourts.gov/district/public\\_brochures.html](http://www.mdcourts.gov/district/public_brochures.html).

## NOTICE TO PLAINTIFF

1. If the Court enters a judgment for a sum certain, you have the right to file for a lien on real property.
2. If you disagree with the outcome of the case, you have the same post-trial rights as the Defendant does: you may file an Appeal, a Motion for New Trial, a Motion to Alter or Amend the Judgment or a Motion to Revise or Vacate the Judgment. See above for further information concerning these rights.

**COMPLAINT**

NOW COMES Catherine E. Baptiste (the "Plaintiff"), by and through her attorney of record, Alon J. Nager ("Counsel"), and states as follows:

**STATEMENT OF FACTS**

1. The Plaintiff's husband, Jean D. Baptiste (the "Husband") was approved for a Bank of America credit card (account ending in 3909) (the "Credit Card") on or about September 28, 2007.
2. Husband used the Credit Card over the years and ended up owing Bank of America approximately \$24,068.37.
3. The Credit Card was solely in the Husband's name. The Plaintiff neither signed for nor ever used the Credit Card.
4. Husband passed away on July 24, 2009 according to his death certificate.
5. Thereafter, Bank of America and various collection agencies sent statements in reference to the Credit Card to the Plaintiff.
6. The statements indicate that Plaintiff is responsible for the Credit Card.
7. Bank of America sent a billing statement to Plaintiff in August 2009.
8. Bank of America sent a past-due letter to Plaintiff on August 22, 2009.
9. CollectCorp Corporation sent a collection letter to Plaintiff on April 8, 2010 on behalf of FIA Card Services, N.A.
10. Budzik & Dynia, LLC sent a collection letter to Plaintiff on June 8, 2010 on behalf of FIA Card Services, N.A.
11. FIA Card Services, N.A. filed a lawsuit (case number 050200017342012) regarding the Credit Card against Plaintiff on January 12, 2012 (the "Lawsuit").

12. The Lawsuit was dismissed with prejudice on July 13, 2012.

**COUNT I**  
**VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT**  
(FIA Card Services, N.A.)

13. Plaintiff incorporates by reference each and every paragraph within this Complaint.

14. Under § 807 of the Fair Debt Collection Practices Act ("FDCPA"), "a debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt."

15. Section 807(2)(A) prohibits the false representation of "the character, amount or legal status of any debt". Section 807(10) prohibits "the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer."

16. The complaint that FIA Card Services, N.A. filed against Catherine Baptiste (the "Complaint") states as follows:

"The defendant used a charge card issued by the Plaintiff. Charges were made on an open account; a copy of the account is attached hereto and incorporated by reference. The Plaintiff has made demands for the payment of said charges, but the Defendant has refused to pay same. A payment was made by debtor after charge off and prior to filing suit."

17. The statements made in the Complaint are "false, deceptive and misleading" in that they allege that Ms. Baptiste used the Credit Card and that she is liable for the entire balance. Further, the Complaint is riddled with "false representations" within the meaning of §807(10).

18. In fact, Ms. Baptiste never used the Credit Card and is not responsible for any of the charges.

19. Plaintiff has been damaged by Defendant's acts and is entitled to actual damages, punitive damages and legal fees and costs under Section 813 of the FDCPA.

**COUNT II**

**VIOLATION OF THE MARYLAND CONSUMER DEBT COLLECTION ACT**  
(Bank of America, Collectcorp, Budzik & Dynia, LLC, CollectCorp, FIA Card Services, N.A.)

20. Plaintiff incorporates by reference each and every paragraph within this Complaint.

21. Under Md. Commercial Law Code Ann. §14-202,

“In attempting to collect an alleged debt a collector may not:

(3) Disclose or threaten to disclose information which affects the debtor's reputation for credit worthiness with knowledge that the information is false...

(8) Claim, attempt or threaten to enforce a right with knowledge that the right does not exist...”

22. The Plaintiff's credit reports confirm that the Defendants reported the Plaintiff's account as delinquent on a number of occasions.

23. The Defendants disclosed false information to the credit bureaus.

24. The Defendants knew that the information was false because their records show that the Plaintiff is not on the account in question.

25. The Defendants also sent billing statements and collection notices to the Plaintiff even though she did not owe them anything.

26. FIA Card Services, N.A. went so far as to file suit against the Plaintiff claiming that she owed the entire balance. Plaintiff had to pay legal fees to defend against the lawsuit.

27. Plaintiff has been damaged by Defendants' acts and is entitled to actual damages, punitive damages and legal fees and costs under Md. Commercial Law Code Ann. §14-203.

**WHEREFORE**, Plaintiff having set forth her claims for relief against the Defendants respectfully prays of the Court as follows:

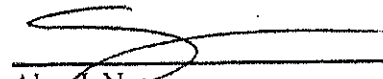
A. That the Plaintiff has and recovers against Defendants, a sum to be determined by the Court in the form of actual damages;

B. That the Plaintiff has and recovers against Defendants, a sum to be determined by the Court in the form of punitive damages;

C. That the Plaintiff has and recovers against the Defendants, all reasonable legal fees and expenses in an amount to determined at time of trial;

D. That the Plaintiff has such other and further relief as the Court may deem just and proper.

Respectfully Submitted,



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